

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MASSACHUSETTS  
CENTRAL DIVISION

Chapter 13  
Case No. 09-44760  
Adversary Proceeding No. 09-04190

**In re:**

**Carmen Bailey**

**Debtor**

---

**Carmen Bailey**  
**Plaintiff**

**vs.**

**Wells Fargo Bank, NA**  
**Defendant.**

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**DEFENDANT, WELLS FARGO BANK, NA'S MEMORANDUM OF SUPPORT  
OF ITS MOTION TO DISMISS PLAINTIFF'S COMPLAINT**

Now comes the Defendant, Wells Fargo Bank, N.A(hereinafter "Wells") and moves that this Honorable Court dismiss the Complaint pursuant to Mass R. Civ. P. Rule 12(b)(6) as Plaintiff fails to state a claim against Wells for which relief can be granted. Wherefore, Wells requests that the Complaint be dismissed as against Wells and grant Wells such further relief as is appropriate and just.

As further grounds thereof the Defendants state the following:

1. On or about February 18, 1992, Maurice G. T. Bailey and Carmen M. Bailey conveyed the property known as 111 Brigham Street, Unit No. 19B in Hudson Massachusetts (hereinafter the "Property") to Carmen M. Bailey. Said Deed is

recorded with the Middlesex County Registry of Deeds at Book 21800, Page 168.

(A true and accurate copy of the Deed is attached hereto as Exhibit A).

2. On or about February 24, 1992 Carmen M. Bailey executed a Mortgage encumbering the Property as security for a Note in the amount of \$104,000.00 in favor of Shawmut Mortgage Company. Said Mortgage is recorded with the Middlesex County Registry of Deeds at Book 21800, Page 170. (See Plaintiff's Verified Complaint Exhibit A).
3. On or about May 30, 1996, Shawmut Mortgage merged with Fleet Mortgage Corporation. (See Articles of Merger or Share Exchange attached as Exhibit B).
4. On or about May 31, 1996, Fleet Mortgage Corporation successor by Merger to Shawmut Mortgage Company assigned the Note and Mortgage to Fleet Mortgage Corporation (See Assignment of Mortgage attached as Exhibit C).
5. On or about June 1, 2002, Fleet Mortgage Corp. merged with Washington Mutual Home Loans, Inc. (See Articles of Merger or Share Exchange attached as Exhibit D).
6. On or about June 21, 2002, Washington Mutual Mortgage Securities Corp. formed WHMLI. Washington Mutual Home Loans, Inc., thereafter was merged with and into the Limited Partnership. (See Secretary's Certificate and related documents attached as Exhibit E).
7. On or about June 28, 2002 the Massachusetts Land Court issued an Order that all assets standing in the name of Washington Mutual Home Loans, Inc. be deemed assigned to and stand in the name of Washington Mutual Bank, FA, effective as of March 1, 2002. (See Order attached as Exhibit F).

8. On or about August 17, 2006, Washington Mutual Bank, NA changed its corporate title to Washington Mutual Bank effective April 4, 2005. (See attached Name Change Certification attached as Exhibit G).
9. On or about March 22, 2007, Washington Mutual Bank F/K/A Washington Mutual Bank, FA Successor by Merger to Washington Mutual Home Loans Inc. successor by merger to Fleet Mortgage Corp. assigned the Note and Mortgage to Wells Fargo Bank, NA. (See attached Assignment as Exhibit H).
10. On or about January 1, 2009, Plaintiff defaulted on the Note and Wells Fargo retained the legal services of Harmon Law Offices, P.C. to institute foreclosure.
11. On or about September 22, 2009, Notices of Sale were sent both first class and certified mail to the Property (See Notices and tracking information attached as Exhibit I).
12. A foreclosure sale was held at the Property on October 23, 2009. A third party purchased the Property.
13. On or about November 23, 2009, Carmen Bailey filed a Motion for a Temporary Restraining Order in the action herein seeking to enjoin the conveyance of the Property. The Motion was denied.
14. On or about January 23, 2010, Plaintiff filed a Motion to Reconsider her Motion for a Temporary Restraining Order. A Hearing was held on January 25, 2010. Judge Boroff denied the Motion.

## I. ARGUMENT

**A. Plaintiff's Complaint should be dismissed as against Wells for failure to state a claim upon which relief can be granted pursuant to Mass R. Civ. P. Rule 12(b)(6).**

Plaintiff's Complaint should be dismissed as against Wells pursuant to Mass.R.Civ.P. 12(b)(6) for failure to state a claim. As the attached documents reflect, Wells Fargo was the proper party to proceed with foreclosure and as such Plaintiff fails to state a claim upon which relief can be granted.

Granting a motion to dismiss is appropriate if "it appears beyond doubt that the plaintiff can prove no set of facts in support of [her] claim which would entitle [her] to relief." Roeder v. Alpha Indus., Inc., 814 F.2d 22, 25 (1<sup>st</sup> Cir. 1987), quoting Conley v. Gibson, 355 U.S. 41, 45-46 (1957). The purpose of Rule 12(b)(6) is to "streamline litigation by dispensing with needless discovery and fact finding." Neitzke v. Williams, 490 U.S. 319, 326-327 (1989).

**WHEREFORE**, the Defendant, Wells moves this Honorable Court to dismiss the complaint as against Wells and grant Wells such further relief as is appropriate and just.

Respectfully submitted,  
**WELLS FARGO BANK, NA**

/s/ Christine A. Murphy  
Christine A. Murphy  
BBO # 643334  
Harmon Law Offices, PC  
P.O. Box 610389  
Newton Highlands, MA 02461-0389  
(617) 558-0500

Dated: February 9, 2010

B 2 1 8 0 0 P 1 6 3

B-2

We, Maurice G. T. Bailey and Carmen M. Bailey,  
for consideration paid and in full consideration of less than  
\$100.00 and other valuable consideration  
as per Modification Agreement filed with Middlesex District Court  
dated September 13, 1991 Docket No. 84D5334D1

grant to Carmen M. Bailey of 111 Brigham Street, Unit 19B,  
Hudson, Middlesex County, Massachusetts

with Quitclaim Covenants

MSJ 02/28/92 02:05:46 878 25.00

UNIT: 2 BUILDING: 4 PERCENTAGE INTEREST: 2.41%

UNIT AREA: 2365 square feet DESIGNATED PARKING: garage

UNIT POST OFFICE ADDRESS: 19B 111 Brigham Street, Hudson,  
Massachusetts 01749

GRANTOR, owner of the UNIT described above in Assabet Village  
(the "Condominium") created by Master Deed (the "Master Deed")  
dated April 13, 1981 and recorded April 14, 1981 with the  
Middlesex County South District Registry of Deeds, Book 14262,  
Page 353, as amended, in accordance with the provisions of  
Massachusetts General Laws Chapter 183A, grants the UNIT to  
GRANTEE with QUITCLAIM COVENANTS for the consideration stated  
above.

The UNIT contains the AREA listed above and is laid out as shown  
on a plan recorded with the Master Deed, as amended, and to which  
is affixed a verified statement in the form provided for in  
Massachusetts General Laws Chapter 183a, Section 9.

The UNIT is conveyed together with the above PERCENTAGE INTEREST  
(a) in the Common Areas and Facilities of the Condominium, as  
described in the Master Deed, and (b) in the Assabet Village  
Condominium Trust (the "Condominium Trust"), dated April 13, 1981  
and recorded April 14, 1981 with said Middlesex County South  
District Registry of Deeds, Book 14262, Page 391, as amended.

The UNIT is to be used only for residential purposes and for no  
other purposes, except as may be expressly permitted by the  
Trustees in accordance with the provisions of the Master Deed and  
the Condominium Trust. The UNIT is also subject to the  
restrictions contained in the Master Deed and the Condominium  
Trust.

GRANTEE acquires the UNIT subject to the Right of First Refusal.

GRANTEE acquires the UNIT with the benefit of, and subject to,  
the provisions of Massachusetts General Laws Chapter 183A,  
relating to condominiums, as that statute is written as of the  
date hereof, the Master Deed, the Condominium trust and the By-  
Laws therein contained, as any or all may presently be amended.

EXHIBIT

A

Property Address: Unit 19B, 111 Brigham Street  
Hudson, MA 01749

3 2 1 8 0 0 P 1 6 3

and any rules and regulations from time to time adopted thereunder, and all matters of record stated or referred to in the Master Deed as completely as if each were fully set forth herein.

Being the same premises conveyed to us by deed of Gerald Douglas Sarno and Rose M. Sarno, Trustees of Assabet Village Realty Trust dated May 21, 1984 and recorded Middlesex South District Registry of Deeds in Book 15587, Page 47.

WITNESS my hand and seal this tenth day of February, 1992

Carmen M. Bailey  
Carmen M. Bailey

WITNESS my hand and seal this 18<sup>th</sup> day of February, 1992.

Maurice G.T. Bailey  
Maurice G.T. Bailey

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

February 10, 1992

Then personally appeared the above named Carmen M. Bailey and acknowledged the foregoing instrument to be her free act and deed, before me.

Paul V. Giannetti  
Paul V. Giannetti, Notary Public  
My commission expires: 11/13/92

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

February 27, 1992

Then personally appeared the above named Maurice G.T. Bailey and acknowledged the foregoing instrument to be his free act and deed, before me.

John Hoffman  
John Hoffman, Notary Public  
My commission expires: 2/24/95

FLEM-MQ

CERTIFIED TO BE A TRUE AND CORRECT COPY  
AS TAKEN FROM AND COMPARED WITH THE  
ORIGINAL ON FILE IN THIS OFFICE.

OCT 03 1996

*[Signature]*  
SECRETARY OF STATE OF SOUTH CAROLINA

STATE OF SOUTH CAROLINA  
SECRETARY OF STATE

ARTICLES OF MERGER  
OR SHARE EXCHANGE

*[Signature]*  
SECRETARY OF STATE  
FILED  
MAY 31 1996  
A.M. PM  
7 8 9 10 11 12 1 2 3 4 5 6

Pursuant to §33-11-105 of the 1976 South Carolina Code, as amended, the undersigned as the surviving corporation in a merger or the acquiring corporation in a share exchange, as the case may be, hereby submits the following information:

1. The name of the surviving or acquiring corporation is Fleet Mortgage Corp.
2. Attached hereto and made a part hereof is a copy of the Plan or Merger or Share Exchange (see §§33-11-101 (merger) 33-11-102 (share exchange), 33-11-104 (merger of subsidiary into parent) 33-11-107 (merger or share exchange with a foreign corporation), and 33-11-108 (merger of a parent corporation into one of its subsidiaries)).
3. Complete the following information to the extent it is relevant with respect to each corporation which is a party to the transaction:
  - (a) Name of the corporation Fleet Mortgage Corp.  
Complete either (1) or (2), whichever is applicable:
    - (1)  Shareholder approval of the merger or stock exchange was not required (See §§33-11-103(h), 33-11-104(a), and 33-11-108(a)).
    - (2)  The Plan of Merger or Share Exchange was duly approved by shareholders of the corporation as follows:

Voting Group	Number of Outstanding Shares	Number of Votes Entitled to be Cast	Number of Votes Represented at the meeting	Number of Undisputed Shares Voted For	Number of Undisputed Shares Voted Against
Common Stock	25,000	25,000	25,000	25,000	- 0 -

\*NOTE: Pursuant to the Section 33-11-105 (a)(3)(ii), the corporation can alternatively state the total number of undisputed shares cast for the amendment by each voting group together with a statement that the number cast for the amendment by each voting group was sufficient for approval by that voting group.

*norfilk  
vote 2796 F*

EXHIBIT

*B*

(b) Name of the corporation: Shawmut Mortgage Company  
Complete either (1) or (2), whichever is applicable:

(1)  Shareholder approval of the merger or stock exchange was not required (See §§33-11-103(h), 33-11-104(a), and 33-11-108(a)).

(2)  The Plan of Merger or Share Exchange was duly approved by shareholders of the corporation as follows:

Voting Group	Number of Outstanding Shares	Number of Votes Entitled to be Cast	Number of Votes Represented the meeting	Number of Undisputed* Shares Voted
			For	Against
Common Stock	1,946	1,946	1,946	1,946 - 0 -

\*NOTE: Pursuant to Section 33-11-105(a)(3)(i), the corporation can alternatively state the total number of undisputed shares cast for the amendment by each voting group together with a statement that the number cast for the amendment by each voting group was sufficient for approval by that voting group.

4. Unless a delayed date is specified, the effective date of this document shall be the date it is accepted for filing by the Secretary of State (See §§33-1-230(b)): 11:59 p.m., May 31, 1996.

DATE: May 30, 1996

Shawmut Mortgage Corp.

(Name of the Surviving or Acquiring Corporation)

By: K. D. Race

(Signature and Office)

Kevin D. Race  
Executive Vice President and  
(Type or Print Name and Office)  
Chief Financial Officer

#### FILING INSTRUCTIONS

1. Two copies of this form, the original and either a duplicate original or a conformed copy, must be filed.
2. Filing Fee (payable to the Secretary of State at the time of filing of this document.)

Filing Fee	\$ 10.00
Filing Tax	100.00

3. TWO COPIES OF THE PLAN OF MERGER OR SHARE EXCHANGE MUST BE FILED WITH THIS FORM AS AN ATTACHMENT.

MAY-31-96 FRI 11:15

Edwards & Angell

FAX NO. 18174394170

P.02

**Agreement and Plan of Merger  
of  
Shawmut Mortgage Company  
with and into  
Fleet Mortgage Corp.**

This AGREEMENT AND PLAN OF MERGER entered into as of the 30th day of May, 1996, by and between Fleet Mortgage Corp. (hereinafter the "Surviving Corporation"), a South Carolina corporation having its principal office at 1333 Main Street, Suite 700, Columbia, South Carolina 29201, and Shawmut Mortgage Company (hereinafter the "Merged Corporation"), a Connecticut corporation having its principal place of business at 433 South Main Street, West Hartford, Connecticut 06110.

**W I T N E S S E T H:**

WHEREAS, the Surviving Corporation is a stock corporation duly organized and existing pursuant to the general laws of the State of South Carolina;

WHEREAS, the Surviving Corporation has an authorized capital stock consisting of 25,000 shares of Common Stock, \$100.00 par value per share, of which 25,000 shares have been duly issued and are now outstanding;

WHEREAS, the Merged Corporation is a stock corporation duly organized and existing pursuant to the general laws of the State of Connecticut; and

WHEREAS, the Merged Corporation has an authorized capital stock consisting of 3,000 shares of Common Stock, \$1.00 par value per share, of which 1,946 shares have been duly issued and are now outstanding;

WHEREAS, the Surviving Corporation and the Merged Corporation seek to merge pursuant to Section 33-11-107 of the South Carolina Business Corporation Act of 1988 and Section 33-371 of the Connecticut General Statutes, as amended.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements, covenants and conditions contained herein, the Merged Corporation and the Surviving Corporation agree that the Merged Corporation shall merge with and into the Surviving Corporation, with the Surviving Corporation as the surviving corporation, in accordance with the following Plan of Merger:

MAY-31-96 FRI 11:15

Edwards & Angell

FAX NO. 16174394170

P.03

Article I  
Names of Constituent Companies

The name of the Merged Corporation is Shawmut Mortgage Company, a Connecticut corporation incorporated on October 3, 1984.

The Surviving Corporation which will be the surviving corporation in the merger and into which the Merged Corporation will be merged, is Fleet Mortgage Corp., a South Carolina corporation incorporated on June 26, 1972. The Surviving Corporation shall continue its corporate existence under the name "Fleet Mortgage Corp." and shall be governed by the laws of the State of South Carolina.

Article II  
Purpose and Principal Place of Business

The business of the Surviving Corporation shall be to engage in mortgage lending, mortgage banking and to engage in and carry on any lawful act or activities for which corporations may be organized under the South Carolina Business Corporation Act of 1988. This business shall be conducted by the Surviving Corporation at its principal place of business, which shall be located at 1333 Main Street, Suite 700, Columbia, South Carolina 29201, and at its other legally established locations.

Article III  
Effective Date and Time of the

The merger shall become effective at 11:59 p.m. on May 31, 1996 (hereinafter the "Effective Time").

Article IV  
Effect of the Merger

Section 1. At the Effective Time, all of the rights, privileges, powers, franchises, properties and assets of the Merged Corporation shall pass to and be vested in the Surviving Corporation without any conveyance or other transfer, and all debts, liabilities, obligations, restrictions, disabilities and duties of every kind and description of the Merged Corporation shall become the debts, liabilities, obligations, restrictions, disabilities and duties of the Surviving Corporation, and the separate existence of the Merged Corporation shall thereupon cease.

Section 2. At the Effective Time, each share of common stock of the Merged Corporation issued and outstanding immediately prior to the Effective Time shall, by virtue of the merger and the consideration described herein and without any action on the part of the holder thereof, be canceled.

MAY-31-96 FRI 11:16

Edwards & Angell

FAX NO. 16174394170

P.04

Article V  
Merger Consideration

The Surviving Corporation shall pay to Fleet National Bank, the sole shareholder of the Merged Corporation \$50 million representing the fair value of the assets of the Merged Corporation.

Article VI  
Miscellaneous Provisions

Section 1. This Agreement and Plan of Merger shall be approved by (a) the affirmative vote of a majority of the directors of each of the Surviving Corporation and the Merged Corporation, or by written consent in lieu thereof, and then (b) the affirmative vote of the sole shareholder of each of the Surviving Corporation and the Merged Corporation, or by written consent in lieu thereof.

Section 2. The Articles of Incorporation of the Surviving Corporation at the Effective Time and date shall be the Articles of Incorporation of the Surviving Corporation and said Articles of Incorporation shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of the South Carolina Business Corporation Act of 1988.

Section 3. The present by-laws of the Surviving Corporation will be the by-laws of said Surviving Corporation and will continue in full force and effect until amended as therein provided and in the manner prescribed by the provisions of the South Carolina Business Corporation Act of 1988.

Section 4. The merger of the Merged Corporation with and into the Surviving Corporation shall be authorized in the manner prescribed by the laws of the jurisdiction of organization of the non-surviving corporation, and the Plan of Merger herein made and approved shall be submitted to the shareholders of the surviving corporation for their approval or rejection in the manner prescribed by the provisions of the South Carolina Business Corporation Act of 1988.

Section 5. In the event that the merger of the Merged corporation with and into the Surviving Corporation shall have been duly authorized in compliance with the laws of the jurisdiction of organization of the non-surviving corporation, and in the event that the plan of Merger shall have been approved by the shareholders entitled to vote of the Surviving Corporation in the manner prescribed by the provisions of South Carolina Business Corporation Act of 1988, the Merged Corporation and the Surviving Corporation hereby stipulate that they will cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the State of Connecticut and the State of South Carolina, and that they will cause to be performed all necessary acts therein and elsewhere to effectuate the merger.

MAY-31-96 FRI 11:16

Edwards & Angell

FAX NO. 16174394170

P.05

Section 6. The Board of Directors and the proper officers of the Merged Corporation and of the Surviving Corporation, respectively, are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Plan of Merger or of the merger herein provided for.

Section 7. The Surviving Corporation shall be governed by the laws of the State of South Carolina.

Section 8. The statutory agent for service of process of the Surviving Corporation in Connecticut shall be CT Corporation System, One Commercial Plaza, Hartford, Connecticut 06103. The Secretary of State of Connecticut is irrevocably appointed agent for service of process on behalf of the Merged Corporation.

NEXT PAGE IS SIGNATURE PAGE

IN WITNESS WHEREOF, the signatures and seals of the Surviving Corporation and the Merged Corporation as of the 30th day of May, 1996, have been set, each by its President or Vice President and its Assistant Secretary or Secretary, and attested to by an appropriate officer (if applicable), pursuant to a resolution of its Board of Directors, acting by a majority.

Attest:

FLEET MORTGAGE CORP.,  
a South Carolina corporation

By Jordan D. Dorchuck

Name: Jordan D. Dorchuck  
Title: Vice President and  
Assistant Secretary

By Elizabeth A. Gignilliat

Name: Elizabeth A. Gignilliat  
Title: Assistant Vice President and  
Assistant Secretary

Name: Randal D. Shields  
Title: Vice President and  
Assistant Secretary

(Seal )

STATE OF SOUTH CAROLINA )  
 ) SS:  
COUNTY OF RICHLAND )

On this 30th day of May, 1996, before me, a notary public for this state and country, personally came Jordan D. Dorchuck, as Vice President and Assistant Secretary, Elizabeth A. Gignilliat as Assistant Vice President and Assistant Secretary and Randal D. Shields, as Vice President and Assistant Secretary Mortgage Corp., and each in his capacity acknowledged this instrument to be the act and deed of Fleet Mortgage Corp., that the statements therein are true and correct and that the seal affixed to it is its seal.

WITNESS my official seal and signature this day and year.

(Seal of Notary)

Carol Janick  
Notary Public  
My commission expires December 8, 2005

SHAWMUT MORTGAGE COMPANY,  
a Connecticut corporation

By Anthony B. Cardoza  
Name: Anthony B. Cardoza  
Title: Executive Vice President

*Michael R. Zarro*  
Name: Michael R. Zarro, Jr.  
Title: Vice President  
(Seal)

*Jordan D. Dorchuck*  
Name: Jordan D. Dorchuck  
Title: Vice President and  
Assistant Secretary

STATE OF SOUTH CAROLINA  
) ss:  
COUNTY OF RICHLAND

On this 30th day of May, 1996, before me, a notary public for this state and country, personally came Anthony B. Cardoza, as Exec. Vice President and Jordan D. Dorchuck, as Vice President and Asst. Secretary of Shawmut Mortgage Company, and each in his capacity acknowledged that this instrument is the acknowledgment of Shawmut Mortgage Company and that the statements therein are true and correct.

WITNESS my official seal and signature this day and year.

(Seal of Notary)

*Kathy A. Howell*  
Notary Public

My commission expires March 20, 2005

03009 | pg 399

Recording Requested By / Return To:  
Peele Management Corporation (90457)  
P.O. Box 1710, Campbell, CA 95009-1710

**Assignment of Mortgage** Send Any Notices To Assignee.

For Good and Valuable Consideration, the sufficiency of which is hereby acknowledged, the undersigned,  
**FLEET MORTGAGE CORP.**  
**SUCCESSOR BY MERGER TO SHAWMUT MORTGAGE COMPANY**  
whose address is 324 West Evans Street, Florence, SC 29501 (Assignor)

by these presents does convey, grant, bargain, sell, assign, transfer and set over the described  
mortgage, together with the certain note(s) described therein with all interest, all liens, and any rights  
due or to become due thereon to:

15 FLEET MORTGAGE CORP., a South Carolina corporation  
324 W. Evans Street, Florence, SC 29501 (Assignee)  
Said mortgage is recorded in the State of MA, County of Middlesex South, Registry of Deeds  
on 02/28/92 as instrument/series/file: 879 Book/volume/leben 21800 on page 170  
Original Mortgagor--: CARMEN M. BAILEY  
Original Mortgaggee--: SHAWMUT MORTGAGE COMPANY

DATED: 02/24/92 AMOUNT: \$104000.00  
PROPERTY ADDRESS: 111 Brigham Street, Hudson, Ma 01749

MSI 04/27/99 09:31:49

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed as a sealed  
instrument by its proper officer who was duly authorized by a resolution of its board of directors:

Dated: May 31, 1996  
FLEET MORTGAGE CORP.

By:

Michael L. Kohler  
Vice President

State of New Jersey  
County of Middlesex

On 02/19/97, before me, the undersigned, a Notary Public for said County and State, personally appeared  
Michael L. Kohler, personally known to me to be the person that executed the foregoing instrument, and  
acknowledged that he is Vice President of  
FLEET MORTGAGE CORP.,  
and that he executed the foregoing instrument pursuant to a resolution of  
its board of directors and that such execution was done as the free act and deed of  
FLEET MORTGAGE CORP.

Kacey C. Gregan  
Notary: Kacey C. Gregan  
My Commission Expires November 22, 1999

Prepared by: R. S. Stone  
Peele Management Corp., P.O. Box 1710, Campbell, CA  
Pool: 350026 1st LN#: S01220255 2nd LN#: 0201271558  
FINAL SA.ct han457 90457-2 021997 Inv: 2 CT 1518 20-018 MA Middlesex South

10960

*Fleet Mtg Corp  
SBC  
Shawmut Mortgage  
Co.*

*Fleet Mtg Corp  
SBC  
Shawmut Mortgage  
Co.*

**EXHIBIT**

**C**

WSHM-M7

FILED

CERTIFIED TO BE A TRUE AND CORRECT COPY  
AS TAKEN FROM AND COMPARED WITH THE  
ORIGINAL ON FILE IN THIS OFFICE

JUL 26 2002

STATE OF SOUTH CAROLINA  
SECRETARY OF STATE

JUN 1 2001

ARTICLES OF MERGER  
OR SHARE EXCHANGEJim Miles  
SECRETARY OF STATE 3

SECRETARY OF STATE PRINTED IN BLACK INK

Pursuant to Section 33-11-105 of the 1976 South Carolina Code of Laws, as amended, the undersigned as the surviving corporation in a merger or the acquiring corporation in a share exchange, as the case may be, hereby submits the following information:

1. The name of the surviving or acquiring corporation is Washington Mutual Home Loans, Inc.
2. Attached hereto and made a part hereof is a copy of the Plan of Merger or Share Exchange (see Sections 33-11-101 (merger) 33-11-102 (share exchange), 33-11-104 (merger of subsidiary into parent) 33-11-107 (merger or share exchange with a foreign corporation), and 33-11-108 (merger of a parent corporation into one of its subsidiaries) of the 1976 South Carolina Code of Laws, as amended).
3. Complete the following information to the extent it is relevant with respect to each corporation which is a party to the transaction:

(a) Name of the corporation Fleet Mortgage Corp.

Complete either (1) or (2), whichever is applicable:

- (1)  Shareholder approval of the merger or stock exchange was not required (See Sections 33-11-103(h), 33-11-104 (a), and 33-11-108(a) of the 1976 South Carolina Code of Laws, as amended).
- (2)  The Plan of Merger or Share Exchange was duly approved by shareholders of the corporation as follows:

Voting Group	Number of Outstanding Shares	Number of Votes Entitled to be Cast	Number of Votes Represented at the meeting	Number of Undisputed* Shares	
				For	Against
Common	25,000	25,000	25,000	25,000	0

\*NOTE: Pursuant to Section 33-11-105(a)(3)(ii) of the 1976 South Carolina Code of Laws, as amended, the corporation can alternatively state the total number of undisputed shares cast for the amendment by each voting group together with a statement that the number cast for the amendment by each voting group was sufficient for approval by that voting group.

(b) Name of the corporation: Washington Mutual Home Loans, Inc.  
Complete either (1) or (2), whichever is applicable:

- (1)  Shareholder approval of the merger or stock exchange was not required (See Sections 33-11-103(h), 33-11-104(a), and 33-11-108 (a)).
- (2)  The plan of Merger or Share Exchange was duly approved by shareholders of the corporation as follows:

Voting Group	Number of Outstanding Shares	Number of Votes Entitled to be Cast	Number of Votes Represented at the meeting	Number of Undisputed* Shares	
				For	Against
Common	174,720	174,720	174,720	174,720	0

01-026914CC

EXHIBIT

D

Hampden

11/14/01

1971-258

Washington Mutual Home Loans, Inc.

Name of Corporation

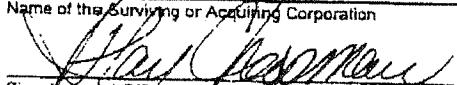
\*NOTE: Pursuant to Section 33-11-105 (a)(3)(ii) of the 1976 South Carolina Code of Laws, as amended, the corporation can alternatively state the total number of undisputed shares cast for the amendment by each voting group together with a statement that the number cast for the amendment by each voting group was sufficient for approval by that voting group.

4. Unless a delayed date is specified, the effective date of this document shall be the date it is accepted for filing by the Secretary of State ( See Section 33-1-230(b) of the 1976 South Carolina Code of Laws): \_\_\_\_\_

Date June 1, 2001

Washington Mutual Home Loans, Inc.

Name of the Surviving or Acquiring Corporation

  
Signature and Office

Fay Chapman, Executive Vice President

Type or Print Name and Office

FILING INSTRUCTIONS

1. Two copies of this form, the original and either a duplicate original or a conformed copy, must be filed.  
2. Filing fee (payable to the Secretary of State at the time of filing of this document)

Filing Fee ..... \$ 10.00  
Filing Tax ..... \$100.00  
Total ..... \$110.00

3. TWO COPIES OF THE PLAN OF MERGER OR SHARE EXCHANGE MUST BE FILED WITH THIS FORM AS AN ATTACHMENT

Return to: Secretary of State  
PO Box 11350  
Columbia SC 29211

## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger is entered into by and between Washington Mutual Home Loans, Inc., an Ohio corporation (herein "Surviving Corporation"), and Fleet Mortgage Corp., a South Carolina corporation (herein "Merging Corporation").

WHEREAS, the Surviving Corporation and the Merging Corporation desire to merge, with the Surviving Corporation as the corporation surviving such merger;

WHEREAS, the Surviving Corporation and the Merging Corporation intend that the merger qualify as a tax-free reorganization under Section 368 of the Internal Revenue Code and for this Agreement and Plan of Merger to constitute a plan of reorganization under Section 368;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Merging Corporation and Surviving Corporation hereby agree as follows:

1. On June 1, 2001 (the "Effective Date"), Merging Corporation shall be merged into Surviving Corporation, the separate existence of Merging Corporation shall cease and Surviving Corporation shall continue in existence as the surviving corporation under the Ohio General Corporation Law (the "Merger"). The name of the Surviving Corporation shall continue to be "Washington Mutual Home Loans, Inc."

2. Pursuant to the Merger, and without any action on the part of the holders thereof, on the Effective Date, each outstanding share of Merging Corporation's Common Stock shall be converted into 6.5 shares of Surviving Corporation's Common Stock.

3. After the Effective Date, each holder of an outstanding certificate representing shares of the Merging Corporation's Common Stock shall surrender such certificate to the Surviving Corporation and each such holder shall be entitled upon such surrender to receive the number of shares of the Surviving Corporation's Common Stock as is provided for in Paragraph 2 of this Agreement and Plan of Merger. Until so surrendered, the outstanding shares of the Merging Corporation's Common Stock to be converted in accordance with this Agreement and Plan of Merger shall be treated by the Surviving Corporation, for all corporate purposes, as evidencing the ownership of shares of the Surviving Corporation as though such surrender and exchange had taken place.

4. All shares of Surviving Corporation outstanding immediately prior to the time the Merger is effective (the "Effective Time") shall remain outstanding and are not affected by the Merger.

5. Merging Corporation shall from time to time, as and when requested by Surviving Corporation, execute and deliver all such documents and instruments and take all such action necessary or desirable to evidence or carry out the Merger.

6. Pursuant to the Merger, at the Effective Time, Article Fourth of the Articles of Incorporation of the Surviving Corporation shall be amended to read in its entirety as follows:

FOURTH: The authorized shares of the corporation are 350,000 shares of common, without par value and entitled to one vote per share.

7. The Articles of Incorporation of the Surviving Corporation immediately prior to the Effective Time shall be the Articles of Incorporation of the Surviving Corporation immediately following the Effective Time, as amended by Paragraph 6 of this Agreement and Plan of Merger.

8. The Code of Regulations of the Surviving Corporation immediately prior to the Effective Time shall be the Code of Regulations of the Surviving Corporation immediately following the Effective Time and shall not be affected by the Merger.

9. The officers and directors of the Surviving Corporation immediately prior to the Effective Time shall be the officers and directors, respectively, of the Surviving Corporation immediately following the Effective Time and shall not be affected by the Merger.

10. As of the Effective Time, the effect of the Merger shall be as prescribed in Section 1701.82 of the Ohio General Corporation Law, as amended, including, without limiting the generality of the foregoing, that (i) the separate existence of the Merging Corporation shall cease, and the Surviving Corporation shall possess all assets and property of every description, and every interest in the assets and property, wherever located, and the rights, privileges, immunities, powers franchises, and authority, of a public as well as of a private nature, of the Merging Corporation, and all obligations belonging to or due to the Merging Corporation, shall be vested in the Surviving Corporation without further act or deed; (ii) title to any real estate or any interest in the real estate vested in the Merging Corporation shall not revert or in any way be impaired by reason of the Merger; (iii) the Surviving Corporation shall be liable for all the obligations of the Merging Corporation, including liability to dissenting shareholders; (iv) any claim existing or any action or

proceeding pending by or against the Merging Corporation may be prosecuted to judgment, with right of appeal, as if the Merger had not taken place, or the Surviving Corporation may be substituted in its place; and (v) all the rights of creditors of the Merging Corporation shall be preserved unimpaired, and all liens upon the property of the Merging Corporation shall be preserved unimpaired, on only the property affected by such liens immediately prior to the Merger.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement and Plan of Merger as of June 1, 2001.

WASHINGTON MUTUAL HOME LOANS, INC.



By: Fay L. Chapman  
Title: Executive Vice President

FLEET MORTGAGE CORP.



By: Fay L. Chapman  
Title: President

WSHM-M4

**WASHINGTON MUTUAL BANK, FA**

**SECRETARY'S CERTIFICATE**

The undersigned, William L. Lynch, hereby certifies that he is the Secretary of Washington Mutual Bank, FA, a federal savings association (the "Company"), and that, as such, he is authorized to execute this Certificate on behalf of the Company and further certifies that:

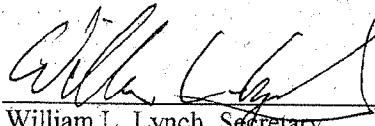
1. The Company and its subsidiary, Washington Mutual Mortgage Securities Corp. ("Subsidiary"), formed WMHLI Transfer Interim LP as an Ohio limited partnership (the "Limited Partnership") in which the Company was the sole general partner and Subsidiary was the sole limited partner. A true, correct and complete copy of the Certificate of Formation for the Limited Partnership as filed with the Ohio Secretary of State on February 7, 2002 is attached hereto as Exhibit A.

2. Washington Mutual Home Loans, Inc., also a wholly-owned subsidiary of the Company ("HLI"), thereafter was merged with and into the Limited Partnership. The Limited Partnership was the surviving entity in the merger. A true, correct and complete copy of the Certificate of Merger as filed with the Ohio Secretary of State on February 27, 2002 and effective at 10:00 a.m. on March 1, 2002 is attached hereto as Exhibit B.

3. Following the merger, the Company purchased all of Subsidiary's interest in the Limited Partnership. As a result of this purchase, the Company owned all interests in the Limited Partnership. Thus, there were no limited partners in the Limited Partnership, and a Certificate of Cancellation to cancel the Limited Partnership was filed with the Ohio Secretary of State and effective at 4:48 p.m. on March 1, 2002. A true, correct and complete copy of the Certificate of Cancellation is attached hereto as Exhibit C.

4. As a result of the transactions described above, the Company is the successor in interest to HLI by operation of law.

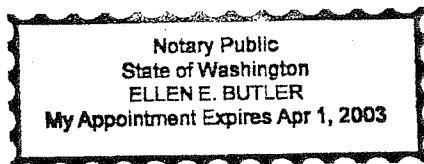
IN WITNESS WHEREOF, the undersigned has hereunto set his hand as of this 21 day of June, 2002.

By:   
William L. Lynch, Secretary

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that William L. Lynch is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Secretary of Washington Mutual Bank, FA to be the free and voluntary act of such party for the uses and purposes mentioned therein.

Dated this 21 day of June, 2002.



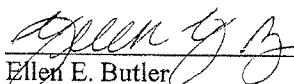
  
Ellen E. Butler  
Notary Public in and for the State of Washington, residing at Everett  
My commission expires: 4/1/03





Exhibit A

DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
02/08/2002	200203900330	LIMITED PARTNERSHIP (CLP)	125.00	100.00	.00	.00	.00

**Receipt**

This is not a bill. Please do not remit payment.

CSC/DIAMOND ACCESS  
50 W. BROAD STREET, SUITE 1800  
LISA  
COLUMBUS, OH 43215

**STATE OF OHIO**

**Ohio Secretary of State, J. Kenneth Blackwell**

**1296473**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

**WMHLL TRANSFER INTERIM LP**

and, that said business records show the filing and recording of:

Document(s)

**LIMITED PARTNERSHIP**

Document No(s):

**200203900330**



United States of America  
State of Ohio  
Office of the Secretary of State

Witness my hand and the seal of  
the Secretary of State at Columbus,  
Ohio this 7th day of February, A.D.  
2002.

*J. Kenneth Blackwell*  
Ohio Secretary of State



Exhibit B

DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
03/01/2002	200206000060	MERGED OUT OF EXISTENCE (MEX)	.00	.00	.00	.00	.00

**Receipt**

This is not a bill. Please do not remit payment.

CSC/DIAMOND ACCESS  
50 W. BROAD STREET, SUITE 1800  
ATTN: LISA VAIDO  
COLUMBUS, OH 43215

# STATE OF OHIO

**Ohio Secretary of State, J. Kenneth Blackwell**

310795

It is hereby certified that the Secretary of State of Ohio has custody of the business records for  
**WASHINGTON MUTUAL HOME LOANS, INC.**

and, that said business records show the filing and recording of:

Document(s)

MERGED OUT OF EXISTENCE

Document No(s):

200206000060

Witness my hand and the seal of  
the Secretary of State at Columbus,  
Ohio this 1st day of March, A.D.  
2002.

*J. Kenneth Blackwell*  
Ohio Secretary of State



United States of America  
State of Ohio  
Office of the Secretary of State



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
03/01/2002	200206000060	MERGER/DOMESTIC (MER)	125.00	100.00	.00	.00	.00

Receipt  
This is not a bill. Please do not remit payment.

CSC/DIAMOND ACCESS  
50 W. BROAD STREET, SUITE 1800  
ATTN: LISA VAIDO  
COLUMBUS, OH 43215

## STATE OF OHIO

Ohio Secretary of State, J. Kenneth Blackwell

1296473

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

WMHLL TRANSFER INTERIM LP

and, that said business records show the filing and recording of:

Document(s)

MERGER/DOMESTIC

Document No(s):

200206000060



United States of America  
State of Ohio  
Office of the Secretary of State

Witness my hand and the seal of  
the Secretary of State at Columbus,  
Ohio this 1st day of March, A.D.  
2002.

*J. Kenneth Blackwell*  
Ohio Secretary of State



Prescribed by J. Kenneth Blackwell

Ohio Secretary of State  
Central Ohio: (614) 466-3910  
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

[www.state.oh.us/sos](http://www.state.oh.us/sos)  
e-mail: buserv@sos.state.oh.us

Expedite this Form: (Extra Fee)	
Mail Form to one of the Following:	
<input checked="" type="radio"/> Yes	PO Box 1380 Columbus, OH 43218 ** Requires an additional fee of \$100 **
<input type="radio"/> No	PO Box 1329 Columbus, OH 43218

## CERTIFICATE OF MERGER

(For Domestic or Foreign, Profit or Non-Profit)  
Filing Fee \$125.00  
(154-MER)

In accordance with the requirements of Ohio law, the undersigned corporations, banks, savings banks, savings and loan associations, limited liability companies, limited partnerships and/or partnerships with limited liability, desiring to effect a merger, set forth the following facts:

I. SURVIVING ENTITY

A. The name of the entity surviving the merger is:

WMHLL Transfer Interim LP

2002 FEB 27 PM 4:26  
CLIENT SERVICE CENTER  
THE OHIO  
SECRETARY OF STATE

B. Name Change: As a result of this merger, the name of the surviving entity has been changed to the following:

(Complete only if name of surviving entity is changing through the merger)

C. The surviving entity is a: (Please check the appropriate box and fill in the appropriate blanks)

Domestic (Ohio) For-Profit Corporation, charter number \_\_\_\_\_

Domestic (Ohio) Non-Profit Corporation, charter number \_\_\_\_\_

Foreign (Non-Ohio) Corporation incorporated under the laws of the state/country of \_\_\_\_\_ and licensed to transact business in the State of Ohio under license number \_\_\_\_\_

Foreign (Non-Ohio) Corporation incorporated under the laws of the state/country of \_\_\_\_\_ and NOT licensed to transact business in the state of Ohio, \_\_\_\_\_

Domestic (Ohio) Limited Liability Company, with registration number \_\_\_\_\_

Foreign (Non-Ohio) Limited Liability Company organized under the laws of the state/country of \_\_\_\_\_ and registered to do business in the State of Ohio under registration number \_\_\_\_\_

Foreign (Non-Ohio) Limited Liability Company organized under the laws of the state/country of \_\_\_\_\_ and NOT registered to do business in the State of Ohio, \_\_\_\_\_

Domestic (Ohio) Limited Partnership, with registration number 1298473 \_\_\_\_\_

Foreign (Non-Ohio) Limited Partnership organized under the laws of the state/country of \_\_\_\_\_ and registered to do business in the state of Ohio under registration number \_\_\_\_\_

Foreign (Non-Ohio) Limited Partnership organized under the laws of the state/country of \_\_\_\_\_ and NOT registered to do business in the state of Ohio.

Domestic (Ohio) Partnership having limited liability, with the registration number \_\_\_\_\_

Foreign (Non-Ohio) Partnership having limited liability organized under the laws of the state/country of \_\_\_\_\_ and registered to do business in the state of Ohio under registration number \_\_\_\_\_

Foreign (Non-Ohio) Non-Profit incorporation under the laws of the state/country of \_\_\_\_\_ and licensed to transact business in the state of Ohio under license number \_\_\_\_\_

Foreign (Non-Ohio) Non-Profit incorporation under the laws of the state/country of \_\_\_\_\_ and not licensed to transact business in the state of Ohio.

**II. MERGING ENTITY**

The name, charter/license/registration number, type of entity, state/country of incorporation or organization, respectively, of which is the entities merging out of existence are as follows: (if this is insufficient space to reflect all merging entities, please attach a separate sheet listing the merging entities)

*(Please list the Ohio charter, license/registration no. below.)*

Name / charter, license or registration number	State/Country of Organization	Type of Entity
Washington Mutual Home Loans, Inc., 310795	Ohio	Corporation
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**III. MERGER AGREEMENT ON FILE**

The name and mailing address of the person or entity from whom/which eligible persons may obtain a copy of the agreement of merger upon written request:

Washington Mutual Bank, FA (name)	1201 Third Avenue (street)	NOTE: P.O. Box Addresses are NOT acceptable.
Seattle (city, village or township)	Washington (state)	98101 (zip code)

**IV. EFFECTIVE DATE OF MERGER**

This merger is to be effective on: March 1, 2002 (If a date is specified, the date must be a date on or after the date of filing; the effective date of the merger cannot be earlier than the date of filing, if no date is specified, the date of filing will be the effective date of the merger).

**V. MERGER AUTHORIZED**

The laws of the state or country under which each constituent entity exists, permits this merger.

This merger was adopted, approved and authorized by each of the constituent entities in compliance with the laws of the state under which it is organized, and the persons signing this certificate on behalf of each of the constituent entities are duly authorized to do so.

**VI. STATUTORY AGENT**

The name and address of the surviving entity's statutory agent upon whom any process, notice or demand may be served is:

CSC - Lawyers Incorporating Service  
(name)

50 West Broad Street  
(street) *NOTE: P.O. Box Addresses are NOT acceptable.*

Columbus, Ohio 43215  
(city, village or town(ship)) (zip code)

*(This item MUST be completed if the surviving entity is a foreign entity which is not licensed, registered or otherwise authorized to conduct business in the state of Ohio)*

**VII. ACCEPTANCE OF AGENT**

The undersigned, named herein as the statutory agent for the above referenced surviving entity, hereby acknowledges and accepts the appointment of statutory agent for said entity.

Signature of Agent

*(The acceptance of agent must be completed by the surviving entities if through this merger the statutory agent has changed, or the named agent differs in any way from the name currently on record with the Secretary of State.)*

**VIII. STATEMENT OF MERGER**

Upon filing, or upon such later date as specified herein, the merging entity/entities listed herein shall merge into the listed surviving entity.

**IX. AMENDMENTS**

The articles of incorporation, articles of organization, certificate of limited partnership or registration of partnership having limited liability (circle appropriate term) of the surviving domestic entity have been amended.

Attachments are provided  No Changes

**X. QUALIFICATION OR LICENSURE OF FOREIGN SURVIVING ENTITY**

A. The listed surviving foreign corporation, bank, savings bank, savings and loan, limited liability company, limited partnership, or partnership having limited liability desires to transact business in Ohio as a foreign corporation, bank, savings bank, savings and loan, limited liability company, limited partnership, or partnership having limited liability, and hereby appoints the following as its statutory agent upon whom process, notice or demand against the entity may be served in the state of Ohio. The name and complete address of the statutory agent is:

(name) (street) *NOTE: P.O. Box Addresses are NOT acceptable.*

Columbus, Ohio  
(city, village or town(ship)) (zip code)

The subject surviving foreign corporation, bank, savings bank, savings and loan, limited liability company, limited partnership, or partnership having limited liability irrevocably consents to service of process on the statutory agent listed above as long as the authority of the agent continues, and to service of process upon the Secretary of State of Ohio if the agent cannot be found, if the corporation, bank, savings bank, savings and loan, limited liability company, limited partnership, or partnership having limited liability fails to designate another agent when required to do so, or if the foreign corporation's, bank's, savings bank's, savings and loan's, limited liability company's, limited partnership's or partnership having limited liability's license or registration to do business in Ohio expires or is canceled.

8. The qualifying entity also states as follows: (Complete only if applicable)

1. Foreign Notice Under Section 1703.031

(If the qualifying entity is a foreign bank, savings bank, or savings and loan, then the following information must be completed.)

(a.) The name of the foreign Nationally/Federally chartered bank, savings bank, or savings and loan association is

(b.) The name(s) of any Trade Name(s) under which the corporation will conduct business:

---

---

---

(c.) The location of the main office (non-Ohio) shall be:

(street address)	NOTE: P.O. Box Addresses are NOT acceptable.		
(city, township, or village)	(county)	(state)	(zip code)

(d.) The principal office location in the state of Ohio shall be:

(street address)	NOTE: P.O. Box Addresses are NOT acceptable.		
(city, township, or village)	(county)	Ohio	(zip code)

(Please note, if there will not be an office in the state of Ohio, please list none.)

(e.) The corporation will exercise the following purpose(s) in the state of Ohio:

(Please provide a brief summary of the business to be conducted; a general clause is not sufficient)

---

---

2. Foreign Qualifying Limited Liability Company

(If the qualifying entity is a foreign limited liability company, the following information must be completed.)

(a.) The name of the limited liability company in its state of organization/registration is

(b.) The name under which the limited liability company desires to transact business in Ohio is

(c.) The limited liability company was organized or registered on \_\_\_\_\_ under the laws of the state/county of \_\_\_\_\_

(d.) The address to which interested persons may direct requests for copies of the articles of organization, operating agreement, bylaws; or other charter documents of the company is:

(street address)

NOTE: P.O. Box Addresses are NOT acceptable.

(city, township, or village)

(state)

(zip code)

**3. Foreign Qualifying Limited Partnership**

(If the qualifying entity is a foreign limited partnership, the following information must be completed).

(a.) The name of the limited partnership is

(b.) The limited partnership was formed on \_\_\_\_\_

(c.) The address of the office of the limited partnership in its state/country of organization is:

(street address)

NOTE: P.O. Box Addresses are NOT acceptable.

(city, township, or village)

(county)

(state)

(zip code)

(d.) The limited partnership's principal office address is:

(street address)

NOTE: P.O. Box Addresses are NOT acceptable.

(city, township, or village)

(county)

(state)

(zip code)

(e.) The names and business or residence addresses of the General partners of the partnership are as follows:

Name

Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If insufficient space to cover this item, please attach a separate sheet listing the general partners and their respective addresses.)

(f.) The address of the office where a list of the names and business or residence addresses of the limited partners and their respective capital contributions is to be maintained is:

(street address)

NOTE: P.O. Box Addresses are NOT acceptable.

(city, township, or village)

(county)

(state)

(zip code)

The limited partnership hereby certifies that it shall maintain said records until the registration of the limited partnership in Ohio is canceled or withdrawn.

**4. Foreign Qualifying Partnership Having Limited Liability**

(a.) The name of the partnership shall be

(b.) Please complete the following appropriate section (either item b(1) or b(2)):

(1.) The address of the partnership's principal office in Ohio is:

(street address)

NOTE: P.O. Box Addresses are NOT acceptable.

, Ohio

(city, village or township)

(zip code)

(If the partnership does not have a principal office in Ohio, then items b2 must be completed)

(2.) The address of the partnership's principal office (Non-Ohio):

(street address)

NOTE: P.O. Box Addresses are NOT acceptable.

(city, township, or village)

(state)

(zip code)

(c.) The name and address of a statutory agent for service of process in Ohio is as follows:

(name)

(street address)

NOTE: P.O. Box Addresses are NOT acceptable.

, Ohio

(city, village or township)

(zip code)

(d.) Please indicate the state or jurisdiction in which the Foreign Limited Liability Partnership has been formed

(e.) The business which the partnership engages in is:

\_\_\_\_\_  
\_\_\_\_\_

The undersigned constituent entities have caused this certificate of merger to be signed by its duly authorized officers, partners and representatives on the date(s) stated below.

WASHINGTON MUTUAL HOME LOANS, INC.

(Exact name of entity)

By: Thomas M. Jenkins

Its: Thomas M. Jenkins, Vice President

Date: February 25, 2002

WMHLI TRANSFER INTERIM LP

(Exact name of entity)

By: Washington Mutual Bank, FA

Its: sole general partner

By: William L. Lynch

Its: William L. Lynch, First Vice President and Corporate Secretary

Date: February 25, 2002

(Exact name of entity)

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

(Exact name of entity)

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

(Exact name of entity)

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

(Exact name of entity)

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

(Exact name of entity)

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

(Exact name of entity)

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

(Exact name of entity)

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT *b*

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03/01/2002 10:12 6146210227

DIAMOND ACCESS



Prescribed by **J. Kenneth Blackwell**

Ohio Secretary of State  
Central Office: (614) 466-3910  
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

[www.state.oh.us/sos](http://www.state.oh.us/sos)

e-mail: buserv@soc.state.oh.us

Expedite this Form: <input type="checkbox"/>	
Filing Fee \$50.00	
PO Box 1390 Columbus, OH 43216	
*** Requires an additional fee of \$100 ***	
<input type="radio"/> Yes	PO Box 1028 Columbus, OH 43216
<input type="radio"/> No	

**Certificate of Cancellation / Cancellation / Amendment  
Withdrawal of Limited Partnership or Partnership Having Limited Liability  
(Domestic or Foreign)  
Filing Fee \$50.00**

**(CHECK ONLY ONE (1) BOX)**

<input type="checkbox"/> (1) Limited Partnership Cancellation <input checked="" type="checkbox"/> Domestic (133-LPC) <input type="checkbox"/> Foreign (132-FPC)	<input type="checkbox"/> (2) Limited Partnership Cancellation /Amendment (101-LPN)	<input type="checkbox"/> (3) <input type="checkbox"/> Withdrawal of Partnership Having Limited Liability (156-PLW) Date of Withdrawal _____ (Date)
---	--	--

Complete the general information in this section for the box checked above.

Name of Partnership	WMHLL Transfer Interm LP
Registration Number	1296473

Complete the information in this section if Domestic is checked in box (1).

Date of initial filing	February 7, 2002 (Date)
------------------------	----------------------------

Date of filing with Secretary of State \_\_\_\_\_  
(Date)

Reason for filing certificate of cancellation

The Partnership ceasing to have a least two Partners.

The effective date of cancellation: (please check/complete one of the following)

Upon Filing of Certificate of Cancellation

(Date)

(Please note that the effective date of cancellation cannot precede or be earlier than the date of filing)

Is a person other than any general partner reflected on the certificate of limited partnership winding up the limited partnership's affairs?  Yes  No

(Please check applicable box)

If "Yes" was checked above, the name and the business, residence or mailing address of each liquidating trustee must be listed in the following space:

Name \_\_\_\_\_

Street Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

*If insufficient space for this item, please attach a separate sheet*

83/01/2002 18:12 6146210227

DIAMOND ACCESS

PAGE 83

Complete the information in this section if Domestic is checked in box (1) Cont.

Other (Optional)

If insufficient space for this item, and you are filing by paper submission, please attach a separate sheet(s); this portion of the certificate may not exceed three (3) additional pages. ORC 1782.10(B)(3))

Complete the information in this section if Foreign is checked in box (1).

A Foreign Limited Partnership, formed under the laws of the state or country of

and registered to transact business in Ohio on \_\_\_\_\_ certifies that said Foreign Limited Partnership is not longer transacting business in the State of Ohio and hereby states that said Foreign Limited Partnership surrenders its authority to transact business in Ohio.

Complete the information in this section if box (2) is checked.

The amendment is submitted for the following reason(s):

a new liquidating trustee(s) has/have been named (If this box has been checked, please complete the following):

If space for trustees is insufficient, and you are filing by paper submission, please attach a separate sheet containing the additional names and addresses

Name and Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

the following liquidating trustee(s) has/have ceased to serve as such

(If this box has been checked, please complete the following):

If space for trustees is insufficient, and you are filing by paper submission, please attach a separate sheet containing the additional names and addresses

Name of former liquidating trustee(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

03/01/2002 18:12 6146210227

## DIAMOND ACCESS

PAGE 84

Complete the information in this section if box (2) is checked. Cont.

the address of a named liquidating trustee has changed  
(If this box has been checked, please complete the following):

If space for trustees is insufficient, and you are filing by paper submission, please attach a separate sheet containing the additional names and addresses.

Name of liquidating trustee \_\_\_\_\_ Name \_\_\_\_\_

Now

Must be authenticated by an authorized representative

See Below

**Authorized Representative**

March 1, 2002

卷之三

**Authorized Representative**

Date

**Authorized Representative**

100

WHEELI INTERIM TRANSFER LP., on Ohio  
limited partnership

By: Washington Mutual Bank, PA.  
its sole and only partner

By: Ray L. Chapman  
Ray L. Chapman,  
Senior Executive Vice President

Date: March 1, 2002

W S H M - M5

COMMONWEALTH OF MASSACHUSETTS  
LAND COURT

(SEAL)

DEPARTMENT OF THE TRIAL COURT

REGISTER  
THIS  
COPY

CASE NO. 34564-S-2002-06

Upon the petition of Washington Mutual Bank, FA of Stockton, California alleging that:

1. Washington Mutual Bank, FA is a federal savings association duly authorized and existing under the laws of the United States of America.
2. Washington Mutual Bank, FA and its wholly-owned subsidiary, Washington Mutual Mortgage Securities Corp. ("Subsidiary") formed WMHLI Transfer Interim LP as an Ohio limited partnership (the "Interim Limited Partnership") in which Washington Mutual Bank, FA was the sole general partner and Subsidiary was the sole limited partner.
3. Washington Mutual Home Loans, Inc. ("HLI") was also a wholly-owned subsidiary of Washington Mutual Bank, FA.
4. HLI merged with and into the Interim Limited Partnership. The Interim Limited Partnership was the surviving entity in the merger.
5. Following the merger of HLI and the Interim Limited Partnership, Washington Mutual Bank, FA purchased all of the Subsidiary's interest in the Interim Limited Partnership.
6. As a result of Washington Mutual Bank, FA's purchase of the Subsidiary's interest in the Interim Limited Partnership, there was no limited partner remaining in the Interim Limited Partnership, thereby permitting the Interim Limited Partnership to be cancelled.

Petitioner prays that all assets (including without limitation all instruments of record) standing in the name of Washington Mutual Home Loans, Inc. be deemed assigned to and stand in the name of Washington Mutual Bank, FA, effective as of March 1, 2002, the date of the sale and assignment of Limited Partner Interest.

After due proceedings, it is ORDERED: that that all assets (including without limitation all instruments of record) standing in the name of Washington Mutual Home Loans, Inc. be deemed assigned to and stand in the name of Washington Mutual Bank, FA, effective as of March 1, 2002, the date of the sale and assignment of Limited Partner Interest.

By the Court. (Scheier, J.)

Attest:

Charles W. Trombly, Jr.

Recorder

A TRUE CO  
ATTEST:

RECODER

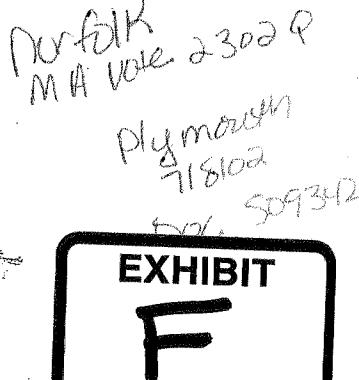
Dated: June 28, 2002

EAW/ef

Charles W. Trombly, Jr.

EXHIBIT

F



2302-02

A true copy of document filed in  
Plymouth District of the Land Court  
on July 8, 2002 at 12:29pm  
as Document No.  
Attest:-

509342

Assistant Recorder  
John R Buckley Jr.

Rec'd 8-22-02

copy  
Q

WSTM-NC5

REC 10/31/06 in Berkshire

NORM at 1269/79



**Office of Thrift Supervision**  
Department of the Treasury

1700 G Street, N.W., Washington, D.C. 20552 • (202) 906-6000

**NAME CHANGE CERTIFICATION**

**REFERENCE:** Washington Mutual Bank  
Henderson, Nevada

I, Roslyn E. Weeks, Corporate Secretary, Office of Thrift Supervision, hereby certify, according to the records of the Office of Thrift Supervision, Department of the Treasury, Washington, DC:

1. Washington Mutual Bank, Henderson, Nevada, was chartered under the laws of the United States to transact the business of a Federal savings bank;
2. The immediate predecessor in corporate title to Washington Mutual Bank, Henderson, Nevada, was Washington Mutual Bank, FA, Stockton, California;
3. Effective April 4, 2005, Washington Mutual Bank, FA, Stockton, California, changed its corporate title to Washington Mutual Bank, Stockton, California; and,
4. Effective September 23, 2005, Washington Mutual Bank, Stockton, California, relocated its corporate headquarters from Stockton, California, to Henderson, Nevada.

DATED this 17<sup>th</sup> day of August 2006.



Roslyn E. Weeks  
Roslyn E. Weeks  
Corporate Secretary

Berkshire  
N.W.  
10/31/06  
a-79

10/26 sent via for 10 cert copies w/ 16 docs for 2006-1-

EXHIBIT

G

Bk: 49268 Pg: 390



WAMU #: 8012444512  
Wells#: 8012444512  
Pool #: FNMA 0000350026

Bk: 49288 Pg: 390 Doc: ASM  
Page: 1 of 1 04/10/2007 03:00 PM

#### ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, WASHINGTON MUTUAL BANK F/K/A WASHINGTON MUTUAL BANK, FA SUCCESSOR BY MERGER TO WASHINGTON MUTUAL HOME LOANS, INC. SUCCESSOR BY MERGER TO FLEET MORTGAGE CORP., WHOSE ADDRESS IS 2210 ENTERPRISE DRIVE, FLORENCE, SC 29501, (ASSIGNOR), by these presents does convey, grant, sell, assign, transfer and set over the described mortgage together with the certain note(s) described therein together with all interest secured thereby, all liens, and any rights due or to become due thereon to WELLS FARGO BANK, NA, WHOSE ADDRESS IS 1 HOME CAMPUS, DES MOINES, IA 50328, ITS SUCCESSORS OR ASSIGNS, (ASSIGNEE). Said Mortgage bearing the date 02/24/1992, made and executed by: CARMEN M BAILEY as mortgager to SHAWMUT MORTGAGE COMPANY as mortgagee, in the Office of the Register of Titles and County Recorder in and for the County of MIDDLESEX SOUTH and State of Massachusetts in Mortgage Book 21800, Page 170, Doc No 879.

Property commonly known as: 111 BRIGHAM ST  
HUDSON, MA 01749

In Testimony Whereof, the said corporation has caused these present to be executed in its corporate name by its ASST. VICE PRESIDENT and its corporate seal to be hereunto affixed THIS 22ND DAY OF MARCH IN THE YEAR 2007

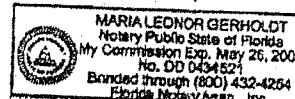
WASHINGTON MUTUAL BANK F/K/A WASHINGTON MUTUAL BANK, FA SUCCESSOR BY MERGER TO WASHINGTON MUTUAL HOME LOANS, INC. SUCCESSOR BY MERGER TO FLEET MORTGAGE CORP.

BY: BRYAN BLY ASST. VICE PRESIDENT

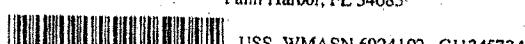
(seal)  
Washington Mutual Bank  
Corporate Seal Has Not Been Adopted

STATE OF FLORIDA COUNTY OF PINELLAS  
On THIS 22ND DAY OF MARCH IN THE YEAR 2007, before me, the undersigned notary public, personally appeared BRYAN BLY proved to me through satisfactory evidence of identification, which was a State issued Picture ID, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as the ASST. VICE PRESIDENT of WASHINGTON MUTUAL BANK F/K/A WASHINGTON MUTUAL BANK, FA SUCCESSOR BY MERGER TO WASHINGTON MUTUAL HOME LOANS, INC. SUCCESSOR BY MERGER TO FLEET MORTGAGE CORP. a corporation.

MARIA LEONOR GERHOLDT Notary Public  
My commission expires: 05/26/2009



Instrument Prepared By: J. Lesinski/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152  
When Recorded Return To: Nationwide Title Clearing  
2100 Alt. 19 North  
Palm Harbor, FL 34683



*Leanne C. Clegg*  
Attest. Middlesex S. Registry

EXHIBIT

H



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[Track & Confirm](#)

## Track & Confirm

### Search Results

Label/Receipt Number: 7160 3901 9848 1775 6699

Service(s): Certified Mail™

Status: Unclaimed

Your item was returned to the sender on October 10, 2009 because it was not claimed by the addressee.

[Track & Confirm](#)

Enter Label/Receipt Number.

Detailed Results:

- \* Unclaimed, October 10, 2009, 2:49 pm, HUDSON, MA
- \* Notice Left, September 23, 2009, 12:12 pm, HUDSON, MA 01749
- \* Arrival at Unit, September 23, 2009, 7:42 am, HUDSON, MA 01749

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is available online



Information Act

EXHIBIT

I

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TEL (617) 558-0500  
FAX (617) 244-7304

*SERVING MASSACHUSETTS, NEW HAMPSHIRE AND RHODE ISLAND*

September 22, 2009

Sir/Madam Carmen M. Bailey  
111 Brigham Street, Unit #19B  
Hudson, MA 01749

**NOTICE OF MORTGAGE FORECLOSURE SALE**

Re: Wells Fargo Bank, NA / Bailey, Carmen

Pursuant to Massachusetts General Laws, Chapter 244, Section 14, as amended, enclosed is a copy of the Notice of Mortgagee's Sale of Real Estate. Also enclosed is a Deficiency Notice.

This notice is provided to you because an examination of the record title shows that you held an interest of record in the property thirty (30) days prior to the sale.

If you want to reinstate or payoff the mortgage, you may order a reinstatement or payoff 24 hours a day on-line by going to [www.hloreinstatement.com](http://www.hloreinstatement.com) or to [www.hlopayoff.com](http://www.hlopayoff.com). Please follow the instructions contained on the web page. Please note that only requests made by owners, borrowers, mortgagors and authorized parties will be processed. You may also contact us during business hours to request a reinstatement or payoff by calling (617) 558-0598. When completing the on-line form or when calling our office, please reference your Case Number 200904-2296, so that we may process your request more quickly.

Our experience has shown us that you are likely to benefit if you allow qualified bidders at the foreclosure sale to enter and inspect the premises. This may result in a higher purchase price. If you are willing to allow qualified bidders to enter and inspect the premises, please be present at the time of the foreclosure sale.

Wells Fargo Bank, NA  
Present holder of mortgage  
By its Attorney,

*Harmon Law Offices, P.C.*

**Certified Article Number**

7160 3901 9848 1775 6699

**SENDER'S RECORD**

AFF/CGS/200904-2296/Enclosure  
CERTIFIED MAIL/RETURN RECEIPT REQUESTED

**PLEASE BE ADVISED THAT THIS OFFICE IS ATTEMPTING TO COLLECT A DEBT AND  
THAT ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

200904-2296

FCL

/Notice of Sale to  
Mortgagors Owners Defic Ltr  
Defic/Bailey, Carmen

**ARMON LAW OFFICES, P.C.**

150 CALIFORNIA STREET  
NEWTON, MASSACHUSETTS 02458  
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*SERVING MASSACHUSETTS, NEW HAMPSHIRE AND RHODE ISLAND*

September 22, 2009

**NOTICE OF INTENTION TO FORECLOSE MORTGAGE AND OF  
DEFICIENCY AFTER FORECLOSURE OF MORTGAGE**

To: Sir/Madam Carmen M. Bailey  
111 Brigham Street, Unit #19B  
Hudson, MA 01749

You are hereby notified, in accordance with the statute, of the intention of Wells Fargo Bank, NA, on or after October 23, 2009, to foreclose by sale under power of sale for breach of conditions, the mortgage held by it on property situated at 111 Brigham Street, Unit No. 2, Bldg. No. 4 a/k/a Unit No. 19B, Assabet Village Condominium, Hudson, Massachusetts, said mortgage dated February 24, 1992, and recorded with the Middlesex County (Southern District) Registry of Deeds at Book 21800, Page 170, said mortgage given to secure a note signed by you, for the whole or part of which you may be liable to Wells Fargo Bank, NA in case of a deficiency in the proceeds of the foreclosure sale.

No deficiency after the foreclosure sale may be pursued if you have obtained or will obtain a Chapter 7 bankruptcy discharge that covers your obligation under the note secured by the mortgage referred to above. No efforts to collect any deficiency may be undertaken without bankruptcy court approval while a bankruptcy proceeding is pending.

Wells Fargo Bank, NA  
By its attorney,

*Harmon Law Offices, P.C.*

AFF/200904-2296

CERTIFIED MAIL NO.  
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*SERVING MASSACHUSETTS, NEW HAMPSHIRE AND RHODE ISLAND*

September 22, 2009

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Hudson, MA 01749

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Wells Fargo Bank, NA  
Present holder of mortgage  
By its Attorney,

*Harmon Law Offices, P.C.*

AFF/CGS/200904-2296/Enclosure

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No deficiency after the foreclosure sale may be pursued if you have obtained or will obtain a Chapter 7 bankruptcy discharge that covers your obligation under the note secured by the mortgage referred to above. No efforts to collect any deficiency may be undertaken without bankruptcy court approval while a bankruptcy proceeding is pending.

Wells Fargo Bank, NA  
By its attorney,

*Harmon Law Offices, P.C.*

AFF/200904-2296

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## Track & Confirm

## Search Results

Label/Receipt Number: 7160 3901 9848 1775 6682

Service(s): Certified Mail™

Status: Unclaimed

Your item was returned to the sender on October 10, 2009 because it was not claimed by the addressee.

### Track & Confirm

Enter Label/Receipt Number.

## Detailed Results:

- \* Unclaimed, October 10, 2009, 2:50 pm, HUDSON, MA
- \* Notice Left, September 23, 2009, 12:12 pm, HUDSON, MA 01749
- \* Arrival at Unit, September 23, 2009, 7:42 am, HUDSON, MA 01749

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September 22, 2009

Sir/Madam Carmen M. Bailey  
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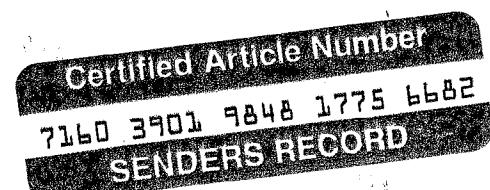
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Wells Fargo Bank, NA  
Present holder of mortgage  
By its Attorney,

*Harmon Law Offices, P.C.*



AFF/CGS/200904-2296/Enclosure  
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Wells Fargo Bank, NA  
By its attorney,

*Harmon Law Offices, P.C.*

AFF/200904-2296

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Wells Fargo Bank, NA  
Present holder of mortgage  
By its Attorney,

*Harmon Law Offices, P.C.*

AFF/CGS/200904-2296/Enclosure

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AFF/200904-2296

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